

1 HONORABLE JOHN C. COUGHENOUR  
2  
3  
4  
5  
6  
7

8  
9 UNITED STATES DISTRICT COURT  
10 FOR THE WESTERN DISTRICT OF WASHINGTON  
11

12 BERNADEAN RITTMANN, FREDDIE  
13 CARROLL, JULIA WEHMEYER, and RAEF  
14 LAWSON individually and on behalf of all  
15 others similarly situated,  
16

17 Plaintiffs,

18 v.

19 AMAZON.COM, INC., and AMAZON  
20 LOGISTICS, INC.,  
21

22 Defendants.  
23  
24

25 No. 2:16-cv-01554-JCC  
26

27 DECLARATION OF THYAIS R.J.  
28 MEADE IN SUPPORT OF  
29 DEFENDANTS' OPPOSITION TO  
30 PLAINTIFFS' MOTION FOR NOTICE  
31 TO BE ISSUED TO SIMILARLY  
32 SITUATED EMPLOYEES PURSUANT  
33 TO 29 U.S.C. § 216(b)  
34

35 ORAL ARGUMENT REQUESTED  
36

37 NOTE ON MOTION CALENDAR:  
38 JANUARY 20, 2017  
39

40 DECLARATION OF THYAIS R.J. MEADE  
41 CASE NO. 2:16-CV-01554  
42

43 MORGAN, LEWIS & BOCKIUS LLP  
44 Attorneys at Law  
45 502 Carnegie Center  
46 Princeton, NJ 08540-6241  
47 +1.609.919.6600  
48

DECLARATION OF THYAIS R.J. MEADE

2 I, TUYAIS R. J. MEADE, hereby declare as follows:

I, THYAS R.J. MEADE, hereby declare that the statements set forth in this declaration.

1. I have personal knowledge of the factual statements made in this affidavit.
2. I have been providing services to Amazon Flex as an independent contractor.

2. I have been a Prime Now Delivery Partner ("DP") since approximately December 2015. I deliver from a Prime Now location in Seattle, Washington.

3. When I signed up for Amazon Flex, I understood that I was an independent contractor, and I still view myself that way. I am my own employer, and Amazon isn't employing me; Amazon is just contracting with me to provide a service.

4. When I started with Amazon Flex, I watched some videos that provided insight into possible scenarios I might come across while I was delivering. I would not call anything that occurred during the onboarding process training – it was really just some videos. I wouldn't compare it to training at other jobs I've had because I don't consider it training. It was just letting me know things about the Amazon Flex program that I would not have otherwise known.

5. When I first started driving for Amazon Flex, I would actively search for blocks by checking the app almost every hour or 30 minutes for blocks that would pop up as available during the day. Now, I normally don't actively check for open blocks. Instead, I set my availability in the app and generally accept the blocks that are reserved for me based on my availability preferences.

6. From the beginning, I understood that I can accept whatever blocks I want to pick up. Amazon doesn't direct the number of blocks I drive. I have a different, full-time job and am a single parent, so I fit Amazon Flex around that job and my other obligations. Whenever I have

1 time, I will try to do a block. Also, on other occasions, there have been times where I have  
2 certain time blocks reserved, but because of other commitments, I have forfeited those blocks  
3 ahead of time. As long as I drop the blocks forty-five minutes ahead of my block, there are no  
4 issues. Even if I fail to drop a block in less than 45 minutes before my block start time, that is  
5 okay so long as I don't do it too many times. If I do it too many times, it is my understanding  
6 that it could affect my future capabilities to get blocks. I can understand that given that I have  
7 contracted with Amazon to provide timely delivery to its customers.

8           7. I try to deliver with Amazon Flex two to three days per week. Usually I try to  
9 keep my hours fairly low, so I would say I typically do six or eight blocks in a week.

10           8. Once I accept a certain time block, I drive to the pick-up location at the Amazon  
11 site and sign in. Then, my name is called, and I either receive a cart full of packages or I can go  
12 and pick up packages myself for my route. I have also done restaurant and other store deliveries  
13 where I will pick up deliveries from a non-Amazon location.

14           9. I don't know any of the Amazon employees personally at the site where I pick up  
15 my packages. Other than getting packages initially and making sure I've scanned all my  
16 packages for the route I have, I have very little interaction with Amazon employees at the site.  
17 I'm really not instructed or directed by Amazon employees. While Amazon is the one providing  
18 me with packages, and Amazon works with me to make sure I have the correct number of  
19 packages, I am providing a service to deliver the packages. Once I'm out on the street and  
20 actively doing deliveries, everything is up to me, and there really isn't any control there.

21           10. I load my packages in my car based on what best meets my needs. If a customer  
22 has multiple packages, I group them together. If there's a certain delivery route I am taking, I  
23

1 might put certain packages closer to one side of the car than the other to make the delivery  
2 quicker. Everyone does it their own way. I load my car as best fits my needs so I can be as  
3 efficient as possible when I'm out on the road.

4       11. For the most part, I will follow the stops on the route provided in the Amazon  
5 app, but I will not use the navigation system. However, if there is traffic or some other scenario  
6 or obstacle that gets in my way, I will avoid that obstacle. Because I usually follow the stops on  
7 the route, I have never skipped a package on the route and come back to it because I don't like  
8 doing that – I'm an A to Z person, and I want to make sure I don't miss anything. I will  
9 sometimes re-arrange the route to make sure that at the end of the block I am closer to home  
10 (which is about thirty minutes south of the Seattle area) if I recognize the addresses and know I  
11 can reverse the route.

12       12. I estimate I drive between fifty-five and seventy-five miles in a week driving with  
13 Amazon Flex. I use my own personal car and do not have any Amazon stickers on it. I have  
14 gained a lot of confidence in my driving skills since driving with Amazon Flex.

15       13. I almost always finish my deliveries within my block time. I only had to return a  
16 package to the site one time when I had arrived at a customer's home in a high-rise and couldn't  
17 deliver the package. I waited until I had finished my other deliveries, and then I returned the  
18 packages to the pick-up location.

19       14. When delivering with Amazon Flex, I run my own business. I set my own hours,  
20 and I'm using my own resources like my vehicle and gas, and I'm basically beholden only to  
21 myself while I'm on the road. The only times I am ever in contact with anyone from Amazon  
22 when I'm on the road is if there's an issue with a package or I can't deliver a package. In those  
23 cases, I would contact Amazon directly.

1 instances, I contact Amazon support. I have had a time during a restaurant delivery where  
2 Amazon dispatch contacted me (at first, with a canned message) to let me know that the  
3 restaurant delivery was not ready yet. Other than that, I have had no interaction with Amazon  
4 when I'm on the road. I am on my own, making decisions and fulfilling a service. I am my own  
5 boss.

6       15. I understand that this declaration is being provided in connection with a lawsuit  
7 brought against Amazon by current and/or former DPs who claim that Amazon should have  
8 classified them as employees and paid them minimum wage and overtime. I understand that the  
9 plaintiffs are seeking to represent current and former DPs, including me, in the lawsuit. I  
10 understand that I may be invited to join the lawsuit, and I could be eligible to participate. What I  
11 say in this declaration is the truth. I also understand that the lawyer(s) who interviewed me and  
12 prepared this declaration for me represents Amazon and does not represent me.

13       16. I am providing this statement voluntarily and without any duress, threats,  
14 threats, intimidation or coercion. I understand that I did not have to give this declaration, can provide or  
15 refuse to provide a declaration or testimony, and know that giving information in this declaration  
16 is not a condition of my contract with Amazon. I attest to the information in this declaration  
17 voluntarily and of my own free will.

18       I declare under penalty of perjury of the laws of the United States that the foregoing is  
19 true and correct to the best of my knowledge, information, and belief.

20       Executed on January 9, 2017 in Tacoma, Washington.

21  
22  
23  
24  
25  
26

Thyais Meade